

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

ROOT, INC. <i>et al.</i> ,)	
)	
Plaintiffs,)	Judge Sarah D. Morrison
)	
v.)	Magistrate Judge Elizabeth Preston Deavers
)	
Brinson Caleb “BC” SILVER, <i>et al.</i>)	Case No. 2:23-cv-00512
)	
Defendants.)	

**MOTION OF RECEIVER, JERRY E. PEER, JR. TO SELL MARS ELECTRIC
HEYBIKE AT PRIVATE SALE FREE AND CLEAR OF ANY AND
ALL INTERESTS, LIENS, CLAIMS AND ENCUMBRANCES**

Now comes the Court appointed receiver herein, Jerry E. Peer, Jr., (“Receiver”) and hereby states that pursuant to this Court’s *Order*, filed May 12, 2023 [Doc. # 99], *Order Appointing Receiver*, filed May 17, 2023 [Doc. # 101], and *Order Amending Order Appointing Receiver*, filed June 7, 2023 [Doc. # 120] (hereinafter collectively “Receiver Order”), he has taken control of a certain Mars Electric Heybike (“Heybike”) owned by Defendant, Brinson Caleb Silver (“Defendant”). Receiver believes it is in the best interests of this receivership estate to sell the Heybike at private sale. By this Motion, Receiver moves the Court for authority to sell the Heybike pursuant to the terms and conditions outlined herein free and clear of any and all interests, liens, claims and encumbrances.

A Memorandum in Support of this Motion is attached hereto.

Respectfully submitted,
PETERSON CONNERS LLP

/s/ Istvan Gajary
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Counsel for Receiver, Jerry E. Peer, Jr.

MEMORANDUM IN SUPPORT

I. INTRODUCTION

Pursuant to this Court's *Order*, filed May 12, 2023 [Doc. # 99], *Order Appointing Receiver*, filed May 17, 2023 [Doc. # 101], and *Order Amending Order Appointing Receiver*, filed June 7, 2023 [Doc. # 120] (hereinafter collectively "Receiver Order"), Jerry E. Peer, Jr. ("Receiver"), was appointed as Receiver of all monetary and real property assets ("Assets") of Mr. Brinson Caleb Silver, Collateral Damage, LLC and Eclipse Home Design, LLC (hereinafter collectively "Defendants"). Further, and pursuant to the Receiver Order, Receiver has been engaged for the purpose of protecting and liquidating the Assets.

Subsequent to Receiver's appointment, he assumed control over a certain Mars Electric Heybike ("Heybike"), which was located at the Ramona, California property. As a result, Receiver took steps to determine the value of the Heybike. The Heybike sells new for \$900. See "**Exhibit A**" attached hereto.

Receiver has received an offer to purchase the Heybike from Adam Rawlings ("Buyer") for \$500. Rather than incurring the costs associated with listing the Heybike for sale, Receiver believes it is in the best interests of the estate to sell the Heybike to Buyer for \$500. By this Motion, Receiver seeks authority to sell the Heybike pursuant to the terms and conditions outlined herein, free and clear of any and all interests, liens, claims and encumbrances. The purchase price for the Heybike shall be paid in full by cashier's check, payable to Receiver, at the time of closing. Buyer shall deliver to Receiver the respective purchase price no later than

seven (7) days following approval of this Motion by the Court.

The Receiver requests that any order approving the sale of the Heybike include findings of the Court that the purchase of the Heybike is commercially reasonable, has been negotiated in good faith and that the offer of Buyer is in the best interests of the receivership estate under the circumstances.

II. LAW AND ARGUMENT

Pursuant to the Receiver Order,

The Receiver is authorized to negotiate and effect an orderly sale, transfer, use, or assignment of all or a portion of any of the Property in or outside of the ordinary course of business of the Receivership Defendants and, from the proceeds thereof, to pay the secured and unsecured indebtedness of the Property, including the Real Property. Payments to creditors by the Receiver shall include trade indebtedness which arises during the course of the Receiver's operation of the Property, which shall be paid first from the sale proceeds, together with the fees and expenses of the Receiver and his attorneys, accountants, and other professionals. The Receiver is authorized to conduct such a sale of the Property in any manner which he, in his good faith and reasonable discretion.

See Receiver Order, para. 2(k).

Additionally, "a judge who finds it necessary to appoint a Receiver should see that the entity, and therefore assets, are liquidated as economically and speedily as possibly unless its continuance is demonstrated to be beneficial to the creditors. *Jones v. Proctorville* (1961 C.A. 6, Ohio) 290 F. 2d 49.

The Receiver, in its business judgment, has determined that a sale of the Heybike pursuant to the terms set forth above is commercially reasonable and in the best interest of the receivership estate. Further, Receiver represents that the private sale of the Heybike, pursuant to the terms of above, will likely result in a higher return for the receivership estate as it will avoid all costs associated with removal, storage, repair, advertising, and/or commissions. It is the Receiver's request that the Heybike be sold at private sale free and clear of all liens, claims, interests, and

encumbrances with said liens, claims, interests, and encumbrances attaching to the net proceeds of sale, which shall be disbursed to creditors in order of their respective priorities or applied against administrative expenses of this estate.

In light of the fact that it is the duty of the Receiver to act for the benefit of the estate, Receiver requests that the Heybike be sold pursuant to the terms above. No higher offer has been extended and this sale is expected to bring a higher net return to the receivership estate than a public sale or future private sale. Thus, this private sale is the most efficient and economical means to dispose of the Heybike.

III. CONCLUSION

WHEREFORE, the Receiver respectfully requests that the Court enter an order authorizing the Receiver to sell the Heybike pursuant to the terms stated above, free and clear of any and all liens, claims, encumbrances, and other interests with said liens, claims, encumbrances, and other interests attaching to the net proceeds of sale.

Respectfully submitted,
PETERSON CONNERS LLP

/s/ Istvan Gajary
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Counsel for Receiver, Jerry E. Peer, Jr.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was filed electronically on this 7th day of December, 2023 with the Clerk of Court using the CM/ECF system. Service will be made through the Court's CM/ECF system on all parties and attorneys so registered, and all parties may access this filing through the Court's system.

A copy was also sent by regular U.S.P.S. mail to the following:

BRINSON CALEB SILVER
BUTLER COUNTY JAIL
Inmate No. 303850
705 Hanover Street
Hamilton, Ohio 45011

COLLATERAL DAMAGE, LLC
c/o BRINSON CALEB SILVER
BUTLER COUNTY JAIL
Inmate No. 303850
705 Hanover Street
Hamilton, Ohio 45011

ECLIPSE HOME DESIGN, LLC
c/o BRINSON CALEB SILVER
BUTLER COUNTY JAIL
Inmate No. 303850
705 Hanover Street
Hamilton, Ohio 45011

Paige McDaniel
5576 Alexanders Lake Rd.
Stockbridge, Georgia 30281

/s/ Istvan Gajary

GREGORY S. PETERSON (0061915)
JERRY E. PEER, JR. (0075128)
ISTVAN GAJARY (0089084)

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Exhibit A



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